

01-30-2002

Form PTO-1594
1-31-92

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101964528

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

City Directories, Inc.

- ☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership:
☒ Corporation - State: Delaware
☐ Other:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Interest ☐ Change of Name
☐ Other -

Execution Date: October 15, 2001

2. Name and address of receiving party(ies):

Name: Bankers Trust CompanyInternal Address: One Bankers Trust PlazaStreet Address: 130 Liberty StreetCity: New York State: New York ZIP: 10006☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation☒ Other - Collateral AgentIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)

2,203,4741,873,712Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal AssistantInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

2

7. Total fee (37 CFR 3.41): \$ 65.00☒ Enclosed☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

'29/2002 DBYRNE 00000299 2203474

FC:481 40.00 OP

FC:482 25.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

DO NOT USE THIS SPACE

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, City Directories, Inc., a Delaware corporation (the "Grantor") with principal offices at 5711 South 86th Circle, Omaha, NE 68127, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 23, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
15th day of October, 2001.

CITY DIRECTORIES, INC., Grantor

By 
Name: Stanley L. Dean
Title: Chief Financial Officer

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

15th day of October, 2001.

CITY DIRECTORIES, INC., Grantor

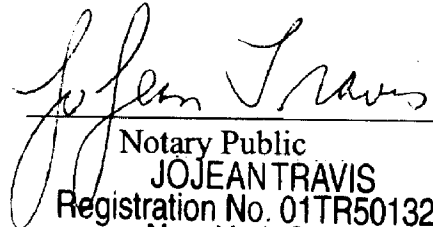
By _____
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By Susan L. Lefevre
Name: Susan L. Lefevre
Title: Director

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

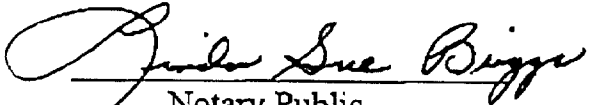
On this 22 day of OCT., 2001, before me personally came SUSAN
LEFEVRE who, being by me duly sworn, did state as follows: that [s]he is
PRINCIPAL of City Directories, Inc., that [s]he is authorized to execute the foregoing Grant
on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.

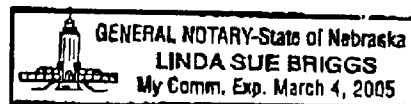

Notary Public
JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

NEBRASKA
STATE OF ~~NEW YORK~~)
 Douglas) ss.:
COUNTY OF ~~NEW YORK~~)

On this 15 day of October, 2001, before me personally came _____

Stormy L. Dean who, being by me duly sworn, did state as follows: that [s]he is Chief Financial Officer of City Directories, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


Notary Public



<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Polk City Directory	2,203,474	November 17, 1998
Inofotyme	1,873,712	January 17, 1995
Common law trademark Custom Lis		

PATENT

PATENT NO.

ISSUE DATE

None